

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

IN RE:)	CASE NO. - 19-06316-RLM-11
)	
GEORGIA DIRECT CARPET, INC. et. al.)	Chapter 11
)	
Debtors)	(Jointly Administered)

**MOTION TO COMPEL ASSUMPTION OR REJECTION
OF UNEXPIRED LEASES AND FOR POST-PETITION LEASE PAYMENTS**

Comes now Eastern Engineering Supply, Inc. ("Creditor") by counsel, Jon D. Madison of DeFur Voran LLP, 400 South Walnut Street – Suite 200, Muncie, Indiana 47305 and hereby moves this Court for an Order compelling the Debtors to assume or reject certain unexpired Leases and for payment of post-petition amounts owed pursuant to the provisions of 11 U.S.C. §365, and in support thereof, alleges and states as follows:

1. On August 26, 2019 ("Petition Date"), Georgia Direct Carpet, Inc. ("Debtor") filed its Chapter 11 Bankruptcy Petition.
2. Creditor filed its Proof of Claim with supporting detail on November 19, 2019 (Claim 41-1).
3. On or about January 15, 2018, the Debtor executed and delivered to the Creditor a CPC Equipment Rental Agreement ("Lease1") for a certain Canon iPF780, serial number AAMR0031, by the terms of which said Debtor promised and agreed to pay to the order of the Creditor the monthly rental installment of \$65.00, \$0.40 per square foot CPC charge, and a \$4.00 monthly software charge each month until termination of the Lease1 on January 14, 2021. A copy of Lease1 is attached hereto and is incorporated by reference herein as Exhibit A.
4. On or about January 15, 2018, the Debtor executed and delivered to the Creditor a CPC Equipment Rental Agreement ("Lease2") for a certain Canon iPF780, serial number AAMR0198, by the terms of which said Debtor promised and agreed to pay to the order of the Creditor the monthly rental installment of \$65.00, \$0.40 per square foot CPC charge, and a \$4.00 monthly software charge each month until termination of the Lease2 on January 14, 2021. A copy of Lease2 is attached hereto and is incorporated by reference herein as Exhibit B.

5. *“In a case under chapter...11...of this title, the trustee may assume or reject an executory contract or unexpired lease...of personal property of the debtor at any time before the confirmation of a plan but the court, on the request of any party to such contract or lease, may order the trustee to determine within a specified period of time whether to assume or reject such contract or lease.” 11 U.S.C.S. § 365(d)(2).*

6. Upon information and belief, Debtor continues to use the leased equipment in its business operations.

7. Debtor has failed to make any payments to the Creditor since the Petition Date.

8. Debtor has failed to assume or reject the Lease1 or Lease2 (collectively the “Leases”).

9. Creditor move this Court to compel the Debtor to make a decision to assume or reject the Leases within thirty (30) days of the date of the hearing on this Motion or such other requisite amount of time the Court deems proper.

10. Furthermore, the Debtor should be compelled to make all past due and future post-petition rental payments under the Leases until such Leases are rejected.

WHEREFORE the Creditor, Eastern Engineering Supply, Inc., requests the Court make and enter an Order compelling the Debtor to assume or reject the Leases within thirty (30) days of the date of the hearing on this Motion, order the Debtor to make all past and future post petition rental payments to Creditor until the Leases are rejected, and lift the automatic stay to enforce its rights with respect to the equipment to the extent the Debtor rejects the Leases, and for all other relief right and proper in the premises.

NOTICE OF OBJECTION DEADLINE

PLEASE TAKE NOTICE THAT your rights may be affected by this Motion. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

PLEASE ALSO TAKE NOTICE THAT any objection to this Motion must be filed with the Bankruptcy Clerk within **14 days** of the date of service of this notice.

Those not required or not permitted to file electronically must deliver any objection by U.S. mail, courier, overnight/express mail or in person: **United States Bankruptcy Court, Southern District of Indiana, Indianapolis Division, 116 U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204.** If you mail your objection, you must mail it early enough so that it will be received on or before the deadline stated above.

The objecting party must ensure delivery of any objection to the party filing the Motion. **If an objection is NOT timely filed, the requested relief may be granted.**

You must also send a copy of your objection to:

Jon D. Madison, DeFur Voran LLP
400 S. Walnut St. - Suite 200
Muncie, IN 47305

If you or your attorney do not take these steps, the court may decide that you do not oppose an order affecting the leases.

WHEREFORE, the Creditor moves the Court for an Order directing the Debtor-in-possession to assume or reject its unexpired leases with the Creditor and for such other relief as appropriate.

DeFUR VORAN LLP

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing Motion was filed electronically. Notice of the filing will be provided to all parties of record through the Court's ECF system. Any party may access a copy of this filing electronically at any time.

DeFUR VORAN LLP

By: /s/ Jon D. Madison
Jon D. Madison